

# **EXHIBIT A**

---

## WARNER MEDIA, LLC U.S. SEVERANCE PLAN

### INTRODUCTION

Effective May 15, 2021, Warner Media, LLC (the “Company”) establishes this Warner Media, LLC U.S. Severance Plan (the “Plan”), which shall provide severance and certain other benefits to eligible Regular Employees of the Company and the Participating Affiliates which are listed upon Appendix A of the Plan (or any amendment to such Appendix) whose employment is terminated under the terms and conditions set forth herein. This document constitutes both the Plan and the Summary Plan Description for the Plan and is effective May 15, 2021; **this document supersedes and replaces any and all regular severance plans and arrangements which have been established at the Company or at any of the Participating Affiliates with the exception of severance arrangements under written employment or similar agreements executed between eligible Regular Employees and the Company or a Participating Affiliate.** The Company and all Participating Affiliates shall collectively be referred to as “Participating Employers”. The entity which employs a Regular Employee at the time of his or her termination of employment shall be referred to the Regular Employee’s Participating Employer.

Regular Employees are those U.S.-based employees of a Participating Employer who are not represented by a union that has entered into a collective bargaining agreement with a Participating Employer and are classified by the Participating Employer as regular employees, either full- or part-time, working a regularly scheduled workweek of twenty (20) hours or more, excluding individuals classified by a Participating Employer as temporary employees (including interns), project employees, leased employees and independent contractors. For all purposes under this Plan, an individual classified by a Participating Employer as an independent contractor of the Participating Employer or any individual who renders services for or to a Participating Employer while on the payroll of an entity other than a Participating Employer shall not be deemed to be a Regular Employee even if such individual is deemed (whether retroactively or otherwise and whether by operation of law or otherwise) to be a common law employee of a Participating Employer for any other purpose.

The Executive Vice President, Chief Human Resources Officer of the Company shall appoint the administrator of the Plan (the “Administrator”). The Administrator shall serve at the pleasure of the Executive Vice President, Chief Human Resources Office and may be removed by the Executive Vice President, Chief Human Resources at any time. Any person serving as Administrator may

---

resign at any time by giving notice to the Executive Vice President, Chief Human Resource Officer. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

The Administrator shall be the administrator of the Plan for all fiduciary functions of the Plan, within the meaning of Section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Administrator shall have all powers necessary to administer the Plan except to the extent that any such powers are vested in any other fiduciary by the Plan or by the Company.

The Administrator (and his or her designee) may from time to time establish rules for the administration of the Plan. The Administrator, along with, in the case of claim appeals, the Administrative Committee established and appointed by the Board of Managers (the “Board”) (the “Administrative Committee”), shall have exclusive authority and sole and absolute discretion to (i) interpret the Plan, (ii) determine eligibility for payments and the amount of such payments, (iii) make any factual or legal determinations, (iv) resolve factual or legal disputes and (v) decide all matters arising in connection with the interpretation, administration and operation of the Plan or the determination of eligibility for payments or the amount of such payments. All rules, interpretations and decisions shall be applied in a uniform manner to all employees similarly situated and shall be conclusive and binding on the Plan participants and their beneficiaries to the extent permitted by law.

**The continuance of the Plan is entirely voluntary and is not a contractual obligation of the Company or any Participating Employer. The Company reserves the right, by action of the Company’s Chief Executive Officer, Chief Human Resources Officer, Senior Vice President, Human Resources responsible for compensation, or the Administrator, to modify, amend, suspend or terminate the Plan in whole or in part at any time and for any reason.**

**Compliance with  
Section 409A**

The Plan is intended to be exempt from or comply with Section 409A (“Section 409A”) of the Internal Revenue Code of 1986, as amended (the “Code”), and, to the fullest extent possible, will be interpreted in a manner intended to be exempt from or comply with Section 409A. If any payments or benefits due to you hereunder could cause application of an accelerated or additional tax under Section 409A, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A,

---

or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined in good faith by the Administrator, that does not cause such an accelerated or additional tax. Without limiting the generality of the foregoing, if, at the time of your “separation from service” (within the meaning of Section 409A), (i) you shall be a “specified employee” (within the meaning of Section 409A) and (ii) the Administrator shall make a good faith determination that an amount payable hereunder constitutes “deferred compensation” (within the meaning of Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then your Participating Employer shall not pay such amount on the otherwise scheduled payment date but shall instead accumulate such amount and pay it on the first business day after such six-month period. To the extent required by Section 409A, any payment or benefit that would be considered deferred compensation (within the meaning of Section 409A), payable or provided upon an employment termination shall only be paid or provided to you upon your separation from service (within the meaning of Section 409A). To the extent any reimbursements or in-kind benefits due to you under the Plan constitute deferred compensation (within the meaning of Section 409A), any such reimbursements or in-kind benefits will be paid to you in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Each payment made under the Plan shall be designated as a “separate payment” (within the meaning of Section 409A). The Administrator shall consult with you in good faith regarding the implementation of the provisions of this section; provided that neither the Administrator, the Company; any Participating Employer nor any of their employees or representatives shall have any liability to you with respect thereto.

To the extent the Administrator determines at the time of the separation of service (within the meaning of Section 409A), any payments are, or reasonably could be considered, deferred compensation (within the meaning of Section 409A), payments will not be subject to any acceleration election or any acceleration in connection with any subsequent employment, and the payment schedules shall not be altered in the event you are reemployed by any Participating Employer or an affiliate thereof for any period of time.

---

## I. ELIGIBLE TERMINATIONS UNDER THE SEVERANCE PLAN

### ELIGIBILITY

If you are a Regular Employee of a Participating Employer who is not a party to an employment or similar written agreement with the Participating Employer or a Related Company which addresses severance, you will be eligible for severance pay as set forth herein if you are notified that your employment will be terminated AND your employment is terminated on or after May 15, 2021 for one of the following two reasons:

- A. Participating Employer advises you that your employment is being terminated for reasons related to your job performance, including but not limited to excessive absenteeism, or your failure to meet your Participating Employer's reasonable performance expectations ("Termination for Performance"); or
- B. Participating Employer advises you that your employment is being terminated because of the elimination of a department, reduction in force, reorganization, outsourcing, changes in operation, material change in job requirements or related reasons or another reason other than your job performance, as determined by your Participating Employer in its sole discretion ("Job Elimination or Other Involuntary Not for Cause Termination").

If you are a Regular Employee who is a party to an employment or similar written agreement with the Participating Employer or a Related Company which addresses severance and if the amount of severance pay that you are entitled to under this Plan is greater than the amount of severance pay you are entitled to under the written agreement, or if your contract term has ended and you continue to work as at-will employee and the agreement states that you will be eligible to participate in the then existing severance plan, you shall be eligible to participate in this Plan provided, the separation agreement and general release you sign to fulfill the Release Requirement (as defined herein) must expressly waive your rights to any severance pay you are entitled to under the terms of the employment or similar written agreement, and you otherwise meet all of the criteria in this Plan for participation herein ("Executive Termination")

AND you:

1. work until the date selected by your Participating Employer as your last day of work ("Employment End Date") unless you

---

complete your transition work earlier and your Participating Employer permits you to terminate employment earlier;

2. have not engaged in conduct which could give rise to your employment being terminated by your Participating Employer for Cause (as defined herein);
3. satisfy the Release Requirement (as defined herein).

For purposes of this Plan, a termination which can be categorized as for “Cause” shall be an involuntary termination which is determined by your Participating Employer in good-faith to be for one of the following reasons: (a) your conviction (treating a nolo contendere plea as a conviction) of a felony (whether or not any right to appeal has been or may be exercised), (b) willful failure or refusal without proper cause to perform your duties with the Company (other than any such failure resulting from your incapacity due to physical or mental impairment), (c) misappropriation, embezzlement or reckless or willful destruction of property of the Company, its parents or its affiliates (“AT&T Group”), (d) breach of any statutory or common law duty of loyalty to the AT&T Group, (e) intentional and improper conduct materially prejudicial to the business of the AT&T Group, or (f) material breach of any Company Policy.

1. You **will not be** eligible for severance pay as described herein if: the business or a portion of the business of your Participating Employer is:
  - i. sold in whole or in part to another corporation, company or individual;
  - ii. merged or consolidated with another corporation, company or individual or is part of a similar corporate transaction; or
  - iii. outsourced to another corporation, company or individual;

AND

- iv. you are offered employment with the purchaser or surviving business or the corporation, company or individual to which the business is outsourced (whether or not you accept any such position with the purchaser, surviving business or other company or individual) in a position within 50 miles of your current primary worksite providing a rate of compensation at least equal to your compensation immediately prior to the occurrence.

## **RELEASE REQUIREMENT**

You will not receive severance pay and other benefits under the Plan unless you satisfy the following Release Requirement: you execute a separation agreement and general release in such form(s) acceptable to

your Participating Employer, in its sole discretion (the “General Release”), under which, among other things, you release and discharge the Company, Participating Affiliates, Related Companies, related entities and persons from all claims and liabilities (unless such release is prohibited by applicable law) for any period up to the date you execute the General Release, including but not limited to all claims and liabilities relating to your employment with your Participating Employer and/or the termination of your employment, and the General Release becomes effective and irrevocable by its terms within sixty (60) days following your Employment End Date. For purposes of clarity, your Participating Employer will not pay or continue to pay severance pay or any other benefits under this Plan unless you satisfy the Release Requirement.

---

## SEVERANCE PAY FOR REGULAR EMPLOYEES

### **SEVERANCE PAY UNDER THE PLAN**

Service calculations herein shall be based on your actual Employment End Date in the event that your Employment End Date changes from a previously designated date. For the avoidance of doubt, the Employment End Date follows the end of any notice pay period.

If you are eligible for severance pay under the terms of this Plan, as determined by your Participating Employer, you will receive severance pay in an amount equal to two weeks of your salary (“Base Severance”), PLUS an amount computed pursuant to Section A. or B. below, as the case may be.

#### **A. Termination For Performance**

For Termination for Performance, an additional one week of your salary for each year of Continuous Service (as defined below) that you have completed on the date of your termination of employment; provided, however, if you have completed at least ten (10) years of Continuous Service on your Employment End Date, you will receive an additional one and one-half weeks salary for each year of Continuous Service.

The maximum amount of severance you will be eligible to receive, inclusive of the Base Severance, is equal to 35 weeks salary.

#### **B. Job Elimination and Other Involuntary Not for Cause Termination; Executive Termination**

For a Job Elimination or Other Not for Cause Involuntary Termination or an Executive Termination, an additional two weeks of your salary for each year of Continuous Service (as defined below) that you have completed on the date of your termination of employment; provided, however, if you have completed at least ten (10) years of Continuous Service on your Employment End Date, you will receive an additional three weeks salary for each year of Continuous Service, provided that there is a minimum level of severance pay for Job Elimination, or Other Involuntary Not for Cause Terminations and Executive Termination as follows:

<b>Level or Equivalent</b>	<b>Minimum Severance Pay</b>
Vice President or above	26 weeks
Director	12 weeks
Other Employees	2 weeks

---

The maximum amount of severance pay you will be eligible to receive for Job Elimination or Other Involuntary Not for Cause Terminations and Executive Non-Renewal is equal to 52 weeks salary, inclusive of the Base Severance, unless you have accrued at least seventeen (17) years of Continuous Service as of January 1, 2021, in which case the maximum amount of severance pay you will be eligible to receive is equal to 104 weeks salary, inclusive of the Base Severance.

## **CONTINUOUS SERVICE**

Continuous Service, for purposes of this Plan, means time spent on the regular payroll as a Regular Employee (full- or part-time) of your Participating Employer, as a Regular Employee of an entity more than 50% owned, directly or indirectly, by the Company or any other Participating Employer (a “Related Company”), or as a Regular Employee of The CW Television Network. For all purposes of this Plan, a Regular Employee shall be defined as such term is used by the Company, Related Company or The CW Television Network, and Continuous Service shall include any paid leaves of absence, vacation, short-term disability and sabbatical, but shall exclude any unpaid leaves of absence, long-term disability or time on your Participating Employer’s or a Related Company’s payroll for payment of severance. In all cases, the determination of the service period shall be made in the sole discretion of the applicable entity described above.

However, if you are a Project Employee (as defined in a Participating Employer’s Employee Handbook) and become a Regular Employee (a) immediately following the end of the project period, (b) at any time during the project period, or (c) during a period of up to one year following the end of the project period, service during the project period will be counted as Continuous Service. If you are an employee classified by your Participating Employer as a temporary employee, leased employee or independent contractor, and you become a Regular Employee, Continuous Service will begin on the date on which you become a Regular Employee.

For purposes of this Plan, any portion of a year of Continuous Service equal to or greater than half a year (183 days) is counted as one year of service. Any portion of a year of Continuous Service of less than half a year will not be counted. For example, a Regular Employee with 10 years, 183 days of service, will be credited with 11 years of service in calculating severance pay. A Regular Employee with 10 years, 182 days of service, will be credited with 10 years of service in calculating severance pay.

You will forfeit credit for any prior Continuous Service if you have a break in service with your Participating Employer or a Related Company of at least one year.

**DETERMINATION  
OF A WEEK'S  
SALARY**

A week's salary shall mean your regular straight time weekly rate of pay at the time you are notified that your employment is being terminated (including salary reduction contributions made by your Participating Employer on your behalf to any employee benefit plan pursuant to Section 125, 132(f) or 401(k) of the Code or to any nonqualified defined contribution or deferred compensation plan as reflected on your Participating Employer's payroll records). It does not include bonuses, overtime pay (unless such overtime is part of your regularly scheduled work hours as explained in the following sentence), or other additional and/or variable compensation. A week's salary for a Regular Employee in a part-time status is calculated by averaging the number of hours actually worked per week during the last 26 weeks of work prior to being notified that his/her employment is being terminated and multiplying that by his/her current rate of pay.

**EMPLOYMENT  
END DATE/TIMING  
OF SEVERANCE  
PAYMENTS**

Subject to your satisfaction of the Release Requirement, severance pay under this Plan will be paid in weekly installments commencing on the next regular Participating Employer payroll date occurring after the Employment End Date (as defined above); provided, however, if you are entitled under this Plan to more than fifty-two (52) weeks of severance pay (not including any bonus), then any severance pay in excess of fifty-two (52) weeks shall not be payable in installments but instead shall be payable in a lump sum and will be paid within thirty (30) days of the last bi-weekly installment of severance pay.

**TAX  
WITHHOLDINGS**

Required tax withholdings will be deducted from all payments.

**EDUCATION  
REIMBURSEMENTS**

Education reimbursements will be paid to you for any class you are enrolled in at the time you are notified of the termination of your employment, provided the class meets the other requirements of your Participating Employer's reimbursement policy for such classes.

**VACATION**

Vacation accrual, if applicable, will terminate on your Employment End Date as designated by your Participating Employer.

**EMPLOYEE LOANS**

If, at any time prior to the employment end date, you have an outstanding loan from your Participating Employer or any Related Company, the amount of your severance pay (including notice pay) will be set off against the amount of the outstanding balance of such loan to the extent permitted under Section 409A.

**REEMPLOYMENT/  
REENGAGEMENT**

If you are rehired as a Regular Employee by either your Participating Employer, by a Related Company, or by the parent of either such entity, as reemployment or rehire is defined by such entity ("Rehired"), you must notify Corporate Human Resources of your new employment, and you will be transferred to the appropriate Participating Employer

---

company payroll. The balance of any remaining severance pay will be forfeited.

If you are engaged to provide or render any services to your Participating Employer, a Related Company, or by the parent of either such entity, that are the same or similar in nature to the duties you performed in your position of employment at the time your employment was terminated (“Reengaged”), you must notify Corporate Human Resources of the services and the balance of any remaining severance pay will be forfeited.

If you are Rehired after having received severance pay under this Plan or any predecessor plan, and you do not have a break in service of at least one year prior to being Rehired and therefore did not experience a break in Continuous Service, if you later become entitled to receive severance under this Plan again, then any severance pay previously paid to you will be deducted from any future severance pay you become entitled to under the terms of this Plan to avoid your receiving duplicate severance pay on account of a single period of Continuous Service.

## **OPERATION OF PLAN**

All rights of Regular Employees to severance pay in connection with a termination of employment by a Participating Employer shall be governed by this Plan. In the event that the terms of this Plan are inconsistent with other documents or other written or verbal communications provided by a Participating Employer, a Related Company or its representatives, the terms of this Plan, as amended from time to time, shall govern in all cases.

**You are not entitled to any severance pay without satisfying the Release Requirement.**

Regular Employees eligible to receive severance pay under the terms of this Plan, whether or not they elect to receive such benefits by satisfying the Release Requirement, will not be eligible to receive any severance pay or similar benefits under any other plan or policy sponsored by their Participating Employer or any Related Company, and any such other plan or policy shall be deemed superseded with respect to any such employee. If, for any reason, a Regular Employee becomes entitled to or receives any other severance, separation, notice or termination payments on account of his or her employment or termination of employment with a Participating Employer, a Related Company or any affiliate of the Company, including, for example, any payments required to be paid under any Federal, State or local law (including, without limitation, the Worker Adjustment and Retraining Notification Act) or pursuant to any agreement (except unemployment benefits payable in accordance with state law and payment for accrued but unused vacation),

---

his or her benefits under the Plan will be reduced by the amount of such other payments paid or payable. A Regular Employee must notify the Administrator if he or she receives or is claiming to be entitled to receive any such payment(s).

If you die prior to receiving all of your severance pay, the balance of any remaining severance pay will be paid to your estate in a lump sum as soon as administratively practicable, but in no event later than 90 days following the date the Company receives notice of your death and appropriate documentation from your estate which allows payment to the estate, the sufficiency of which shall be determined in the sole discretion of the Company; provided, however, if you have not met the Release Requirement prior to your death, your estate shall not receive the unpaid balance of any remaining notice and severance pay unless the General Release is signed by the executor of the estate or other authorized representative with full authority to enter into the General Release within the prescribed time period (60 days following your employment end date).

If you terminate from employment and it is subsequently determined that, by virtue of conduct or circumstances, arising either before or after the termination, you engaged in conduct that would have disqualified you from receiving benefits under this Plan, then you will not be eligible for benefits hereunder and any benefits already received by you must be repaid.

## **TAX WITHHOLDINGS**

## **OTHER BENEFITS**

Subject to your satisfaction of the Release Requirement, for the period of time that you are receiving weekly severance payments under the Plan, you remain eligible for the same basic life insurance and medical and dental benefits as Regular Employees, subject to the terms of those benefit plans then in effect, the terms of your Participating Employer's applicable policies and all applicable legal requirements. Accordingly, if you are eligible for more than fifty-two (52) weeks of severance pay under this Plan, the Regular Employee basic life insurance, medical and dental benefits will not be extended beyond 52 weeks. Your share of the applicable premiums for these benefits will be deducted from your severance pay. (Note: You cannot contribute to any 401(k) plan sponsored by your Participating Employer or a Related Company or any nonqualified savings plan after you stop performing services, including during any notification period).

**You should be aware that under the terms of the WarnerMedia Medical Program (the "Program"), if you are receiving weekly severance payments and you or your covered dependents are**

---

**eligible for Medicare, (the Program is designed to coordinate benefits with Medicare. There are Medicare enrollment requirements. If you have any questions, please review the Medical Summary Plan description and contact the AT&T Benefits Center at (877) 722-0020.**

With respect to restricted stock units that you have been granted, rights and responsibilities related to such grants are contained in the applicable restricted stock plan (including, but not limited to the AT&T Inc. 2018 Incentive Plan), grant agreements and related documents.

You will not continue to receive equity-based awards following the Employment End Date. (You will not continue to receive awards of stock options or other equity-based awards during the period you receive severance payments.)

## **OUTPLACEMENT ASSISTANCE**

Subject to your satisfaction of the Release Requirement, if you receive severance pay, you will also be eligible for outplacement assistance in an amount based on your level as determined by your Participating Employer and from a vendor selected by your Participating Employer. Such assistance may commence as early as thirty (30) days prior to your Employment End Date but not later than six (6) months after your Employment End Date. This benefit cannot be substituted for any additional cash severance, nor will any additional severance be payable to you in the event that all outplacement assistance is not utilized by you.

## **YOUR RIGHTS UNDER ERISA**

The benefits provided to you by the Warner Media, LLC U.S. Severance Plan for Regular Employees are covered by ERISA. The law does not require the Company to provide these benefits, but it does set certain standards for any that are offered.

Specifically, ERISA entitles you as a Plan participant to receive information about your Plan and benefits, enforce your rights, prudent action by Plan fiduciaries, and receive assistance with questions, as more fully described in this Section.

### **Receiving Information About the Plan**

As a participant, you can:

- Examine without charge at the Administrator's office and at other specified locations, such as worksites, all Plan documents (such as the summary plan description) and copies of all documents filed with the U.S. Department of Labor (such as annual reports (Form 5500 series) and available at the Public Disclosure Room of the Employee Benefit Security Administration. The Administrator will make these

---

documents available, and you may make an appointment to examine them in the Corporate Human Resources department at any time during business hours.

- Obtain copies of all Plan documents and other pertinent Plan information from the Administrator by requesting these materials in writing. (The Company reserves the right to make a reasonable charge for copying any documents you request.)
- You do not need to request the summary report; all Participants are provided with this information once a year.

### **Claims for Benefits**

In order to receive any benefits to which you are entitled under the Plan, you typically will not need to file a claim for benefits. However, in the event you believe you may be entitled to benefits under the Plan which you have not received, you must file a claim for benefits within the earlier of (a) one year from the later of your employment end date as designated by your Participating Employer or the end of the last Floating Assignment or (b) one year after you first knew or should have known that you had a claim for a benefit under the Plan. Your claim must be in writing.

The law allows a reasonable amount of time for the Administrator to evaluate a claim and to decide whether to pay benefits based on information contained in the written claim. However, you have certain rights under ERISA if you file a claim for benefits as follows:

### **Timing of Administrator's Decision**

Within ninety (90) days after you have filed a claim for benefits, you must be notified whether or not you will receive the benefits. Under special circumstances, the Administrator may require an additional period of not more than ninety (90) days to review your claim. If that happens, you will receive a written notice of that fact, which will also indicate the special circumstances requiring the extension of time and the date by which the Administrator expects to make a determination with respect to the claim. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent until the date on which you respond to the Plan's request for information. If your claim is denied, the Administrator must notify you in writing and explain in detail why it was denied. If you are not notified (of the denial or an extension) within ninety (90) days from the date you notify the Administrator, you may request a review of the application as if the claim had been denied.

### If a Claim is Denied

If your claim has been denied, or an adverse benefit determination has been made, you may request that the Administrative Committee review the denial. The request must be in writing and must be made within sixty (60) days after written notification of denial or within sixty (60) days following the deadline for the Administrator to respond if no response is received by you. In connection with this request, you (or your duly authorized representative) may (i) be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to the claim; and (ii) submit to the Administrative Committee written comments, documents, records, and other information related to the claim.

The review by the Administrative Committee will take into account all comments, documents, records, and other information you submit relating to the claim as well as any records the Administrative Committee deems relevant to the review. The Administrative Committee will make a final written decision on a claim review, in most cases within sixty (60) days after receipt of a request for a review. In some cases, the claim may take more time to review, and an additional processing period of up to sixty (60) days may be required. If that happens, you will receive a written notice of that fact, which will also indicate the special circumstances requiring the extension of time and the date by which the Administrative Committee expects to make a determination with respect to the claim. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Plan's request for information.

The decision on the claim for review will be communicated to you in writing. If an adverse benefit determination is made with respect to the claim, the notice will include (i) the specific reason(s) for any adverse benefit determination, with references to the specific Plan provisions on which the determination is based; (ii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and (iii) a statement of your right to bring a civil action under Section 502(a) of ERISA. The decision of the Administrative Committee is final and binding on all parties.

Please keep in mind that these claims and appeals procedures must be exhausted before you can bring a legal action to recover benefits, to enforce rights under the terms of the Plan or to clarify the right to future benefits under the terms of the Plan. No action may be commenced at all unless commenced no later than 12 months following a final decision

---

on your claim for benefits under the Plan, or 12 months following the last date on which a final decision should have been issued pursuant to the terms of the Plan, should you not receive a final decision. This 12-month statute of limitations on suits for all benefits shall apply in any forum where you may initiate such a suit.

### **Obligations of Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes obligations on the individuals responsible for the operation of an employee benefit plan. These individuals, referred to as fiduciaries under the law, have an obligation to administer the Plan prudently and in accordance with its terms and to act in the interest of the Plan participants and their beneficiaries.

The law provides that fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

### **Obligations of Employers**

Many of the specific obligations ERISA imposes on employers are intended to make certain that all Plan participants are fully informed of their rights to benefits and the nature and extent of those benefits. No one may fire you or discriminate against you in any way to prevent you from receiving benefits or exercising your rights under ERISA.

### **Appointments**

The Administrative Committee may elect a secretary who may, but need not, be one of its number and may retain such counsel, agents, experts, and clerical and accounting services as it may require in carrying out the provisions of the Plan.

The Administrator may retain such counsel, agents, experts and clerical and accounting services as he or she may require in carrying out the functions under the Plan.

### **Indemnification**

The Company shall, to the fullest extent permitted by law, indemnify each director or officer of all Participating Employers (including their representatives) and the Administrator with respect to claims relating to any Participating Employer and each individual serving as Administrator, with respect to such claims, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by such person in connection with any threatened, pending or actual suit, action or proceeding (whether civil, criminal, administrative or investigative in nature or otherwise) in which

---

such person may be involved by reason of the fact that he or she was serving the Plan in any capacity or serving as Administrator.

### **Provisions for Legal Action**

ERISA specifically provides for circumstances under which you can enforce your rights as a Plan participant.

- If you are denied a welfare benefit to which you believe you may be entitled or your claim is ignored, in full or in part, you have a right to file suit in a federal or state court.
- If you are discriminated against for asserting your rights, you have a right to seek assistance from the U.S. Department of Labor or to file suit, in federal court.
- If you submit a written request for copies of any Plan documents or other Plan information to which you are entitled under ERISA and you do not receive those materials within 30 days of your request, you may file suit in a federal court. If a violation exists, the court may require the Administrator to provide the material and pay you up to \$110 for each day's delay. This provision does not apply, however, if the requested materials were not sent to you because of reasons beyond the control of the Administrator.

In these circumstances, the court will decide who should pay court costs and legal fees. In other words, if you are successful, the court may order the party you have sued to pay these costs and fees. But if you lose, the court may order you to pay the costs and fees (for example, if the court finds that your claim is frivolous).

If it should ever become necessary for you to take legal action to enforce your rights under ERISA or the terms of the Plan, legal process may be served on the Administrator, Warner Media, LLC, 30 Hudson Yards, New York, New York 10001. Legal process may also be served on the General Counsel, Warner Media, LLC, 30 Hudson Yards, New York, New York 10001.

### **A Final Word About Your Rights**

Your Participating Employer encourages you to contact the Administrator if you have any questions about the foregoing statements or about the Plan or your rights under ERISA, or you may contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You can also contact them if you need

assistance in obtaining documents from the Administrator. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **PLAN ADMINISTRATION AND OTHER IMPORTANT INFORMATION**

### **Plan Sponsor**

The Sponsor of the Plan is Warner Media, LLC

### **Employer:**

Warner Media, LLC

### **Employer Identification Number**

The employer identification number assigned by the Internal Revenue Service to Warner Media, LLC is 82-2449954.

### **Financial Records**

Warner Media, LLC maintains financial records of the Plan based on a Plan year that ends on the date shown below. All financial records are maintained by Warner Media, LLC at the following address:

Administrator  
Warner Media, LLC  
30 Hudson Yards  
New York, NY 10001

<b>Plan No.</b>	<b>Plan Year Ends</b>
513	December 31

### **Plan Contact**

Your primary contact for all questions relating to the Plan is:

The Administrator for the Warner Media, LLC U.S.  
Severance Plan  
c/o Human Resources  
Warner Media, LLC  
30 Hudson Yards  
New York, NY 10001  
(212) 484-8438

### **General**

All payments made during any notice period and severance payments made under the Plan are paid out of the general assets of the Company.

---

No employee or representative of the Company or any affiliate is authorized to modify, add to or subtract from these terms and conditions except in accordance with the amendment and termination procedure described in the Plan. The Plan is intended to fall within the definition of an “employee welfare benefit plan” under Section 3(1) of ERISA. The provisions of the Plan shall be construed, regulated and administered according to the provisions of ERISA, and to the extent not inconsistent therewith or preempted thereby, in accordance with the laws of the State of New York.

### **Other Benefits**

If you receive any benefits under the Plan, you will not be entitled to receive any other severance, separation, notice or termination payments or other remuneration on account of your employment with your Participating Employer under any other plan, policy, program or agreement. If, for any reason, you become entitled to or receive any other severance, separation, notice or termination payments on account of your employment or termination of employment with your Participating Employer, including, for example, any payments required to be paid to you under any Federal, State or local law (including, without limitation, the Worker Adjustment and Retraining Notification Act) or pursuant to any agreement (except unemployment benefits payable in accordance with state law), your benefits under the Plan will be reduced by the amount of such other payments paid or payable. You must notify the Administrator if you receive or are claiming to be entitled to receive any such payment(s).

## APPENDIX A

ALLOY ENTERTAINMENT, LLC  
BLUE RIBBON CONTENT INC.  
Burbank Television Enterprises LLC  
Cable News International, Inc.  
DC COMICS  
DCE Creative Group LLC  
E.C. Publications, Inc.  
Ellation, LLC  
Entertainment Merchandise NY, Inc.  
Fullscreen, LLC  
GTC Management Services Inc.  
HBO Digital Services, Inc.  
HBO Home Entertainment, Inc.  
HBO Service Corporation  
Home Box Office, Inc.  
Machinima, Inc.  
New Line Productions, Inc.  
Rebel Post Inc.  
Rooster Teeth Productions, LLC  
Shed Media US Inc.  
Stage 13 Inc.  
Telepictures Productions Inc.  
Turner International, Inc.  
Turner Services, Inc.  
Warner Bros. Digital Networks Labs Inc.  
Warner Bros. Advanced Media Services Inc.  
Warner Bros. Animation Inc.  
Warner Bros. Consumer Products Inc.  
Warner Bros. Digital Networks Inc.  
Warner Bros. Distributing Inc.  
Warner Bros. Worldwide Television Distribution Inc.  
Warner Bros. Entertainment Inc.  
Warner Bros. International Television Distribution Inc.  
Warner Bros. Technical Operations Inc.  
Warner Bros. Theatre Ventures Inc.  
Warner Bros. Theatrical Enterprises LLC  
Warner Bros. Home Entertainment Inc.  
Warner Horizon Television Inc.  
WarnerMedia Services, LLC  
Warner Media, LLC  
WB Games Boston Inc.  
WB Games Inc.  
WB Studio Enterprises Inc.  
WCI Global Business Services Inc.  
You I Labs (US) Inc.

